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8 **UNITED STATES DISTRICT COURT**  
9 **CENTRAL DISTRICT OF CALIFORNIA**  
10

11 THE GRANTSMANSHIP CENTER,  
12 INC., a Delaware Corporation,

13 Plaintiffs,

14 v.

15 GRANT WRITING USA, INC., a Nevada  
16 Corporation; DOES 1-10, inclusive,  
17

18 Defendants.  
19

Case No.:

**COMPLAINT FOR COPYRIGHT  
INFRINGEMENT**

Jury Trial Demanded

20 Plaintiff, The Grantsmanship Center, Inc., by and through its undersigned  
21 attorneys, hereby prays to this honorable Court for relief based on the following:  
22

**JURISDICTION AND VENUE**

23 1. This action arises under the Copyright Act of 1976, Title 17 U.S.C., §§  
24 101, *et seq.*

25 2. This Court has federal question jurisdiction under 28 U.S.C. § 1331 and  
26 1338 (a) and (b).  
27



1 every violation of Plaintiff's rights and the damages to Plaintiff proximately caused  
2 thereby.

3 **FACTS REGARDING PLAINTIFF'S CLAIMS**

4 8. The Grantsmanship Center helps private and public nonprofits plan  
5 effective programs, write logical, compelling grant proposals, and create earned  
6 income opportunities. In 1979, The Grantsmanship Center's founder, Norton J.  
7 Kiritz, pioneered an approach to writing grant proposals and published Plaintiff's  
8 original *Program Planning & Proposal Writing* text in the May/June 1979 edition of  
9 The Grantsmanship Center News magazine (the "Text"). The Text was registered  
10 with the United States Copyright Office in 1979.

11 9. In 1980, Plaintiff re-printed the Text as a pamphlet which became a  
12 centerpiece of its business.

13 10. The Text is an original work owned in exclusivity by Plaintiff and has  
14 been widely used and distributed as a centerpiece of its business helping its  
15 customers obtain grants throughout the United States.

16 11. Defendant Grantwriting USA sells and disseminates written materials in  
17 conjunction with seminars it holds on "grant writing" technique and is a competitor  
18 of The Grantsmanship Center. Plaintiff is informed and believes that Grantwriting  
19 USA charges its customers for seminar attendance and for written materials sold  
20 and/or used at said seminars, and that Defendant has been distributing written  
21 materials which include substantial and verbatim copies of Plaintiff's proprietary  
22 Text in conjunction with its seminars.

23 12. Plaintiff is informed and believe and thereon alleges that Defendants and  
24 DOE Defendants exploited the Text without authorization, including without  
25 limitation, by copying and using verbatim portions of the Text in their written  
26 materials which were disseminated and/or sold to their customers in hard copy and/or  
27 digital format (the "Accused Text").



20. Plaintiff is informed and believes and thereon alleges that certain Defendants are vicariously liable for the infringement alleged herein because they had the right and ability to supervise the infringing conduct and because they had a direct financial interest in the infringing conduct.

21. Due to Defendants', and each of their, acts of infringement, Plaintiff has suffered general and special damages in an amount to be established at trial.

22. Due to Defendants' acts of copyright infringement as alleged herein, Defendants, and each of them, have obtained direct and indirect profits from their infringement of Plaintiff's rights in the Text. As such, Plaintiff is entitled to disgorgement of Defendants' profits directly and indirectly attributable to Defendants' infringement of its rights in the Text in an amount to be established at trial.

23. Plaintiff is informed and believes and thereon alleges that Defendants, and each of their, conduct as alleged herein was willful, reckless, and/or with knowledge, subjecting Defendants, and each of them to enhanced statutory damages and/or a preclusion from deducting certain overhead when calculating disgorgeable profits.

## PRAAYER FOR RELIEF

Wherefore, Plaintiff prays for judgment as follows:

**Against all Defendants, and Each:**

With Respect to Each Claim for Relief:

- a. That Defendants, their agents and employees be enjoined from using the Text or any portions thereof in any manner;
- b. That Plaintiff be awarded all profits of Defendants plus all its losses, plus any other monetary advantage gained by the Defendants through their infringement, the exact sum to be proven at the time of trial, or, if elected before final judgment, statutory damages as available under the

1 Copyright Act, 17 U.S.C. § 101 *et seq.*, and/or an order precluding  
2 Defendants from asserting certain affirmative defenses and cost  
3 deductions;

4 c. That Plaintiff be awarded its attorneys' fees as available under  
5 applicable law;

6 d. That Plaintiff be awarded its costs as available under applicable law;

7 e. That Plaintiff be awarded statutory damages and/or penalties under the  
8 statutes set forth above;

9 f. That Plaintiff be awarded pre-judgment interest as allowed by law;  
10 and

11 g. That Plaintiff be awarded such further legal and equitable relief as the  
12 Court deems proper.

13 A TRIAL BY JURY PURSUANT TO FED. R. CIV. P. 38 AND  
14 CONSTITUTIONAL AMENDMENT SEVEN IS HEREBY DEMANDED.

15 Respectfully submitted,  
16

17 Dated: May 26, 2017

By: /s/ David Shein  
Stephen M. Doniger, Esq.  
David R. Shein, Esq.  
DONIGER / BURROUGHS  
Attorneys for Plaintiff  
The Grantsmanship Center, Inc.